

JUANITA FARMHOUSE COTTAGES

SW 1/4, NE 1/4, SECTION 30, TOWNSHIP 26 NORTH, RANGE 5 EAST
WILLAMETTE MERIDIAN

LEGAL DESCRIPTION

LOT 1 OF CITY OF KIRKLAND ALTERATION OF LOT LINE NO. LLA-15-00601, AS RECORDED UNDER RECORDING NO. 20150619000315, RECORDS OF KING COUNTY, WASHINGTON.
CONTAINS 38,216.5 SQ FT

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
COUNTY OF KING) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KIMBERLY SAUNDERS, A SINGLE PERSON AND MICHELLE BEEBE, A SINGLE PERSON, ARE THE PERSONS WHO APPEARED BEFORE ME, AND SAID PERSON(S) ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

SIGNATURE: _____

(PRINT NAME) _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY APPOINTMENT EXPIRES: _____

STATE OF WASHINGTON)
COUNTY OF _____) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT CLIFFORD B. CURRY IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT SAID PERSON SIGNED THIS INSTRUMENT, ON OATH STATED THAT SAID PERSON WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS A MANAGING MEMBER OF LITTLE FISH INVESTMENTS, L.L.C., AN OREGON DOMESTIC LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH CORPORATION FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

SIGNATURE: _____

(PRINT NAME) _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY APPOINTMENT EXPIRES: _____

GENERAL NOTES

1. THE F.A.R. FOR ALL BUILDINGS SHALL BE BASED ON THE ENTIRE SUBJECT PROPERTY AND CANNOT EXCEED 35%.
2. THE MAXIMUM LOT COVERAGE FOR THE SUBJECT PROPERTY IS 50% AND THE LOT COVERAGE FOR INDIVIDUAL LOTS MAY VARY.
3. ADDRESSING SHALL BE IN ACCORDANCE WITH KIRKLAND BUILDING DIVISION POLICY MANUAL NUMBER 9.001, ASSIGNMENT OF STREET NUMBERS AND ROAD SIGNAGE.
4. EACH PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE STORM WATER STUB FROM THE POINT OF USE ON THEIR OWN PROPERTY TO THE POINT OF CONNECTION IN THE CITY STORM WATER MAIN. ANY PART OF A SURFACE WATER STUB WHICH JOINTLY SERVES MORE THAN ONE PROPERTY SHALL BE JOINTLY MAINTAINED AND REPAIRED BY THE PROPERTY OWNERS SHARING SUCH STUB. THE JOINT USE AND MAINTENANCE SHALL RUN WITH THE LAND AND WILL BE BINDING ON ALL PROPERTY OWNERS WITHIN THIS SHORT SUBDIVISION, INCLUDING THEIR HEIRS, SUCCESSORS AND ASSIGNS.
5. EACH PROPERTY OWNER SHALL BE RESPONSIBLE FOR KEEPING THE SIDEWALK ABUTTING THE SUBJECT PROPERTY CLEAN AND LITTER FREE. THE PROPERTY OWNER SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE OF THE VEGETATION WITHIN THE ABUTTING LANDSCAPE STRIP, THE MAINTENANCE SHALL "RUN WITH THE LAND" AND WILL BE BINDING ON ALL PROPERTY OWNERS WITHIN THIS SHORT SUBDIVISION, INCLUDING THEIR HEIRS, SUCCESSORS AND ASSIGNS.
6. MAINTENANCE OF ON-SITE PRIVATE STORMWATER FACILITIES: EACH LOT WITHIN THE SUBDIVISION HAS LOW IMPACT STORMWATER FACILITIES (INFILTRATION TRENCH, DRY WELLS, DISPERSION SYSTEMS, RAIN GARDEN, AND PERMEABLE PAVEMENT) WHICH IS DESIGNED TO AID STORM WATER FLOW CONTROL FOR THE DEVELOPMENT. THE STORMWATER FACILITY WITHIN EACH LOT SHALL BE OWNED, OPERATED AND MAINTAINED BY THE PROPERTY OWNER UNLESS THE HOA TAKES RESPONSIBILITY FOR SUCH MAINTENANCE. IN ADDITION, THE SUBDIVISION ALSO HAS LOW IMPACT STORMWATER FACILITIES AND A DETENTION VAULT THAT SERVE THE ENTIRE PROJECT; THESE FACILITIES SHALL BE OWNED AND MAINTAINED BY THE HOA. THE CITY OF KIRKLAND SHALL HAVE THE RIGHT TO INGRESS AND EGRESS THE PROPERTY FOR INSPECTION OF AND TO REASONABLE MONITORING OF THE PERFORMANCE, OPERATIONAL FLOWS, OR DEFECTS OF THE LOW IMPACT STORMWATER/FLOW CONTROL FACILITIES

IF THE CITY OF KIRKLAND DETERMINES RELATED MAINTENANCE OR REPAIR WORK OF THE STORMWATER FACILITY IS REQUIRED, THE CITY OF KIRKLAND SHALL GIVE NOTICE TO THE OWNER OF THE SPECIFIC MAINTENANCE AND/OR REPAIR WORK REQUIRED. IF THE ABOVE REQUIRED MAINTENANCE OR REPAIR IS NOT COMPLETED WITHIN THE TIME SET BY THE CITY OF KIRKLAND, THE CITY OF KIRKLAND MAY PERFORM THE REQUIRED MAINTENANCE OR REPAIR, OR CONTRACT WITH A PRIVATE COMPANY CAPABLE OF PERFORMING THE STORMWATER FACILITY MAINTENANCE OR REPAIR AND THE OWNER WILL BE REQUIRED TO REIMBURSE THE CITY FOR ANY SUCH WORK PERFORMED.

THE OWNER IS REQUIRED TO OBTAIN WRITTEN APPROVAL FROM THE CITY OF KIRKLAND PRIOR TO REPLACING, ALTERING, MODIFYING OR MAINTAINING THE STORM WATER FACILITY.

THE SUBDIVISION ALSO HAS STORMWATER DETENTION VAULT WHICH IS LOCATED IN LOT 9 AND SHALL BE MAINTAINED BY THE CITY OF KIRKLAND.

7. ALL SITE DEVELOPMENT SHALL FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT PREPARED BY TERRA ASSOCIATED, INC., PROJECT NO. T-7120, DATED OCTOBER 17, 2014, ON FILE WITH THE CITY OF KIRKLAND AND RELATED GEOTECHNICAL ADDENDA DATED 10/21/15 AND 12/13/15.
8. ALL EXTERIOR AND INTERIOR LOT CORNERS SHALL BE SET BY A REGISTERED LAND SURVEYOR IN ACCORDANCE WITH THE CITY OF KIRKLAND MUNICIPAL CODE, CHAPTER 22.20.366.
9. ADDITIONAL INFORMATION REGARDING COMMON AREAS, EASEMENTS AND USE CAN BE FOUND ON SHEET 2 OF 7.
10. LOCAL IMPROVEMENT DISTRICT (LID) WAIVER AGREEMENT: CHAPTER 11 0.60.7.B OF THE KIRKLAND ZONING CODE REQUIRES ALL OVERHEAD UTILITY LINES ALONG THE FRONTAGE OF THE SUBJECT PROPERTY TO BE CONVERTED TO UNDERGROUND UNLESS THE PUBLIC WORKS DIRECTOR DETERMINES THAT IT IS INFEASIBLE TO DO SO AT THE TIME OF THE SUBDIVISION RECORDING. IF IT IS DETERMINED TO BE INFEASIBLE, THEN THE PROPERTY OWNER SHALL CONSENT TO THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT, HEREAFTER FORMED BY THE CITY OR OTHER PROPERTY OWNERS. DURING REVIEW OF THIS SUBDIVISION IT WAS DETERMINED THAT IT WAS INFEASIBLE TO CONVERT THE OVERHEAD UTILITY LINES TO UNDERGROUND ALONG THE FRONTAGE OF THIS SUBDIVISION ON 94TH AVE. NE. THEREFORE, IN CONSIDERATION OF DEFERRING THE REQUIREMENT TO UNDERGROUND THE OVERHEAD UTILITY LINES AT THE TIME OF THE SUBDIVISION RECORDING, THE PROPERTY OWNER AND ALL FUTURE PROPERTY OWNERS OF LOTS WITHIN THIS SUBDIVISION HEREBY CONSENT TO THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT HEREAFTER FORMED BY THE CITY OR OTHER PROPERTY OWNERS.
11. AN UNEQUAL UNDIVIDED INTEREST IN THE STRUCTURE ON LOT 9 THAT IS DESIGNATED AS THE COMMUNITY BUILDING WILL BE CONVEYED TO ALL PURCHASERS OF THE LOTS IN THIS SUBDIVISION.

Short Plat
City of Kirkland

FILE NO: SUB15-01193
CITY OF KIRKLAND
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

EXAMINED, REVIEWED, AND APPROVED BY THE CITY OF KIRKLAND PURSUANT TO THE SHORT SUBDIVISION PROVISIONS OF TITLE 22 (LAND SUBDIVISION), KIRKLAND MUNICIPAL CODE, THIS ____ DAY OF _____, 20 ____.

DIRECTOR, DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

DEPARTMENT OF ASSESSMENT
EXAMINED AND APPROVED THIS ____ DAY OF _____, 20 ____.

KING COUNTY ASSESSOR

RECORDER'S CERTIFICATE

Filed for record this ____ day of _____, 20 ____at _____in book
of ____at page ____at the request of _____

Manager Supt. of Records

ACKNOWLEDGEMENTS, DECLARATION, DEDICATION, AND RESTRICTIONS
(R.C.W 58.17.165)

KNOW ALL PEOPLE BY THESE PRESENTS that we, the undersigned being all of the owners of the land hereby short subdivided, hereby declare this short plat to be the graphic representation of the short subdivision made hereby, and do hereby dedicate to the use of the public forever all streets and avenues not shown as private hereon and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, and also the right to make all necessary slopes for cuts and fills upon the lots shown hereon in the original reasonable grading of said streets and avenues, and further dedicate to the use of the public all the easements and tracts shown on this short plat for all public purposes as indicated hereon, including but not limited to parks, open space, utilities and drainage unless such easements or tracts are specifically identified on this short plat as being dedicated or conveyed to a person or entity other than the public.

Further, the undersigned owners of the land hereby short subdivided waive for themselves, their heirs, and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against the City of Kirkland, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this short subdivision other than claims resulting from inadequate maintenance by the City of Kirkland.

Further, the undersigned owners of the land hereby short subdivided agree for themselves, their heirs and assigns to indemnify and hold the City of Kirkland, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this short subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this short subdivision or by establishment, construction or maintenance of the roads within this short subdivision. Provided, this waiver and indemnification shall not be construed as releasing the City of Kirkland, its successors or assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of the City of Kirkland, its successors, or assigns.

This subdivision dedication, waiver of claims and agreement to hold harmless is made with the free consent and in accordance with the desires of said owner.

IN WITNESS WHEREOF we set out hands and seals.

KIMBERLY SAUNDERS MICHELLE BEEBE

CLIFFORD B. CURRY
A MANAGING MEMBER OF LITTLE
FISH INVESTMENTS L.L.C.

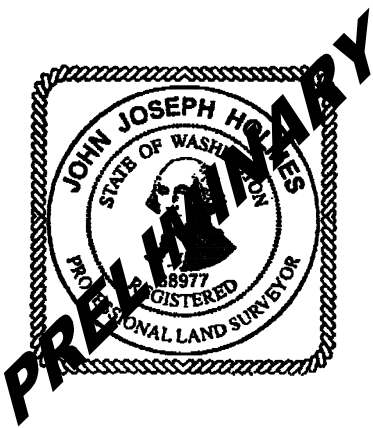
SHT: 1 OF 8

SURVEYOR'S CERTIFICATE

This map correctly represents a survey, made by me or under my direction, in conformance with the requirements of the Survey Recording Act at the request of _____ on _____, 20 ____.

John Joseph Holmes

Certificate No. 38977



6-16-16



JUANITA FARMHOUSE COTTAGES

CITY OF KIRKLAND FILE NO. SUB15-01193

PRIVATE EASEMENT PROVISIONS

THE OWNER(S) OF THE LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF THE LOTS BENEFITED AS STATED IN THE EASEMENT NOTES OR ANY OTHER PRIVATE EASEMENT SHOWN AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS AND ASSIGNS OF THE OWNER(S) OF THE LAND HEREBY BENEFITED. THE OWNER(S) OF THE LOT BENEFITED AND THEIR ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING OR RECONSTRUCTING SAID UTILITY OR MAKING ANY CONNECTION THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES. HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO, THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF THE LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

EASEMENT NOTES

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY AS SHOWN ON THAT CERTAIN DOCUMENT RECORDED UNDER RECORDING NUMBER 20160422000312 IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, MAINS, CABLE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE THEREIN STATED. THE EASEMENT IS NOT LOCATABLE BY DESCRIPTION: "AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY". THE CONDITIONS FOR USE, MAINTENANCE, ACCESS AND OTHER RESPONSIBILITIES CAN BE FOUND ON THE FACE OF THE RECORDED EASEMENT DOCUMENT.

2. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTH SHORE UTILITY DISTRICT AS SHOWN ON THE FACE OF THIS SUBDIVISION IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND WATER AND SANITARY SEWER SERVICES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH WATER AND SANITARY SEWER SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THIS EASEMENT ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO PIPES, CONDUITS OR OTHER MATERIALS FOR THE PURVEYANCE OF WATER AND SANITARY SEWER SERVICES SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN PIPE OR CONDUIT ATTACHED TO A BUILDING.

COMMON AREAS AND EASEMENTS

COMMON AREA, COMMON PATH, AND PEDESTRIAN EASEMENT

The Common Area is comprised of two tracts, designated "Tract 1" and "Tract 2" on the Plat. Declarant, by recording the Plat, dedicates and conveys the Common Areas to the Association.

Each Owner shall have the right to use the Common Areas in common with all other Owners, subject to this Declaration, the Bylaws, any rules and regulations adopted by the Association. The Association may totally bar or restrict use of portions of the Common Area where ordinary use could be dangerous, unreasonably increase Association costs, or be detrimental to the environment.

The Association shall have the right to dedicate or transfer all or any portion of the Common Area, including easements thereon, to any public agency, authority, or utility for such purposes and subject to such conditions as it determines appropriate. No such dedication or transfer shall be effective without the vote or written consent of Persons holding two-thirds of the total number of votes exercisable by Members. The instrument dedicating or transferring all or any portion of the Common Area shall be executed by the president and secretary of the Association who shall certify that the requisite vote or consent has been obtained.

It is anticipated that there will be a walkway on Tract 1, which will be referred to as "the Common Path" and is shown as such on the Plat. A walkway that runs from the porch or deck of a Home to the portion of the Common Path lying within Tract 1 will be considered part of the Common Path. Every Lot shall have a pedestrian easement to use any part of the Common Path that crosses another Owner's Lot. The location of the of the Common Path (including any part subject to the pedestrian easement) shall be as it is actually built, which may differ from its depiction on the Plat. The Association shall have the same maintenance responsibility for the Common Path (including any part lying within a Lot and subject to the pedestrian easement) as for the Common Area and shall have the same rights to regulate its use.

EASEMENTS OVER LOT 9

Easements over certain portions of Lot 9 are hereby created as follows:

Easements for use of structure on lot 9: Part of the structure on lot 9 is for the exclusive use of the owner of lot 9. The remainder of the structure contains an area for common recreational use referred to as "the Barn," a garage with space for three vehicles, and storage areas. The locations of "the Barn," the garage, and the storage areas are shown on the Plat. The following easements are created over the structure of lot 9 for the use of these amenities and facilities:

(a) The Barn. Lots 1 – 8 shall have an easement to use the Barn for recreational purposes. The dominant estate shall be held as tenants in common among the owners of lots 1 – 8. The easement is nonexclusive, in the sense that the owner of lot 9 shall have an equal right, with the owners of the dominant estate, to use the Barn for recreational purposes.

(b) The garage. Lots 5, 6, and 7 shall each have an exclusive easement to use a designated portion of the structure on lot 9 as a garage. The garage area assigned to each such lot shall be as shown on the Plat.

(c) Storage areas. Lots 1 – 8 shall each have an exclusive easement to use a designated portion of the structure on lot 9 for storage. The storage area assigned to each lot shall be as shown on the Plat.

EASEMENTS FOR PARKING SPACES

(a) Guest parking. Lots 1 – 8 shall have an easement over the "guest parking" space so that their licensees and invitees may use it for parking. The dominant estate shall be held as tenants in common among the owners of lots 1 – 8. The easement is nonexclusive, in the sense that the licensees and invitees of the owner of lot 9 shall have an equal right, along with the licensees and invitees of the owners of the dominant estate, to use the "guest parking" space for parking. All use of the "guest parking" space shall be subject to such rules and regulations as the Association shall adopt. The location of the guest parking space shall be as shown on the Plat.

(b) Assigned parking. Lots 5, 6, and 7 shall each have an exclusive easement to use a designated portion of lot 9 for parking. The parking space assigned to each such lot shall be as shown on the Plat.

(c) Occupancy permit. The occupancy permit that will be issued by the City of Kirkland for the residences on Lots 5, 6 and 7 will be issued in reliance on the parking assigned to the owners of those lots. If any or all of such assignments do not occur, or are ever revoked, the City may revoke the occupancy permit for an affected lot.

(COMMON AREAS AND EASEMENTS CONTINUED)

EASEMENT FOR TRASH/RECYCLE AREA

Lots 1 – 8 shall have an easement to use the trash/recycle area to dispose of garbage. The dominant estate shall be held as tenants in common among the owners of lots 1 – 8. The easement is nonexclusive, in the sense that the owner of lot 9 shall have an equal right, with the owners of the dominant estate, to use the trash/recycle area to dispose of garbage. The location of the trash/recycle area shall be as shown on the Plat.

GENERAL EASEMENT OVER LOT 9 FOR VEHICULAR ACCESS AND OTHER PURPOSES

Lots 1 – 8 shall have an easement over the entirety of Lot 9 except for those parts reserved for the exclusive use of others--i.e., except for the residence of the owner of lot 9, the garages and assigned parking spaces, and the storage areas. This general easement shall be for vehicular access, pedestrian access, and general recreational purposes. The easement is nonexclusive, in the sense that the owner of lot 9 shall have an equal right, with the owners of the dominant estate, to use area subject to the easement.

Lots 1–8 shall have an easement for the flow of surface water from their respective lots through and into the parts of the storm water management system lying under lot 9: specifically, the underground storage vault and the drainage pipe serving it. Furthermore, the City of Kirkland shall have an easement over lot 9 for the purpose of inspecting, maintaining, and repairing the underground storage vault and drainage pipe.

Limitations on easements over lot 9: The use of the easements over lot 9 (a) shall be subject to the Declaration, Bylaws, and such rules and regulations as the Association shall adopt, and (b) shall not unreasonably interfere with the use of lot 9 by its owner as a residence.

SIDE YARD EASEMENTS

Lots 1, 6, 7, and 8 shall each have side-yard easement for landscaping and recreational purposes over portions of lot 2, 5, 6, or 7, respectively. The locations of the easements are as shown on the Plat. Each such easement is for the exclusive use of the benefited parcel. The area subject to the easement shall be maintained by the owner of the benefited parcel.

DELEGATION OF USE OF COMMON AREA AND EASEMENTS

Any Owner may delegate, in accordance with such rules and regulations as the Association shall promulgate, his or her right of use and enjoyment of the Common Area and the easements described above in Sections 2.2 and 2.3 to family members, guests, and tenants of such Owner. Each Owner shall be responsible for informing such Owner's family members, guests, tenants, and service personnel of the contents of this Declaration as well as any rules and regulations that may be adopted by the Association as they may relate to the use and enjoyment of the Common Area or the easements described above in Sections 2.2 and 2.3. Each Owner shall be personally liable for any damage to the easement areas described above in Sections 2.2 and 2.3 and to any Common Areas or any other area maintained by the Association or to any other property of the Association, whether real or personal, if such damage was caused by the Owner or Owner's family member, guest, tenant, agent, workman, contractor or other licensee or invitee. The Association shall have a lien upon the Owner's Lot for the amount of such damages as determined by the Board after Notice and Opportunity to be Heard.

MAINTENANCE OF COMMON AREA AND EASEMENTS

The Association shall have full responsibility for the maintenance, repair, and improvement of the Common Areas and all of lot 9 outside the area occupied by the owner of lot 9 as a residence. All such areas and facilities (including structures and other improvements) shall be reasonably maintained for their intended use and for the benefit of the owners with the right to use them.

Each side yard easement described above in Section 2.3 shall be maintained by the Owner of the Lot benefited by it.

The cost of maintenance and repairs and other expenses relating to Common Areas and easements shall be borne equally by all owners with the right to use those areas or easements, except that where the maintenance, repairs, or other expenses are necessitated because of the misuse of a Common Area or easement by a particular owner, the Association may assess the cost against that owner.

SHARING OF RESPONSIBILITIES AND EXPENSES FOR LOT 9

Expenses relating to lot 9—including, without limitation, real property taxes, insurance, and the costs of maintenance, repairs, and improvements—shall be allocated between the owner of lot 9 and the persons benefited by the easements over lot 9 in a fair method mutually agreed to by the Association and the owner of lot 9. Decisions about the maintenance, repair, alteration, and improvement of lot 9 that materially affect both the owner of lot 9 and the persons benefited by easements over lot 9 shall be made jointly by the Association and the owner of lot 9.

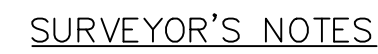


C & C Surveying LLC
4509 243rd PL SW
Mountlake Terrace, WA 98043
(425)673-7502 (206)523-1654

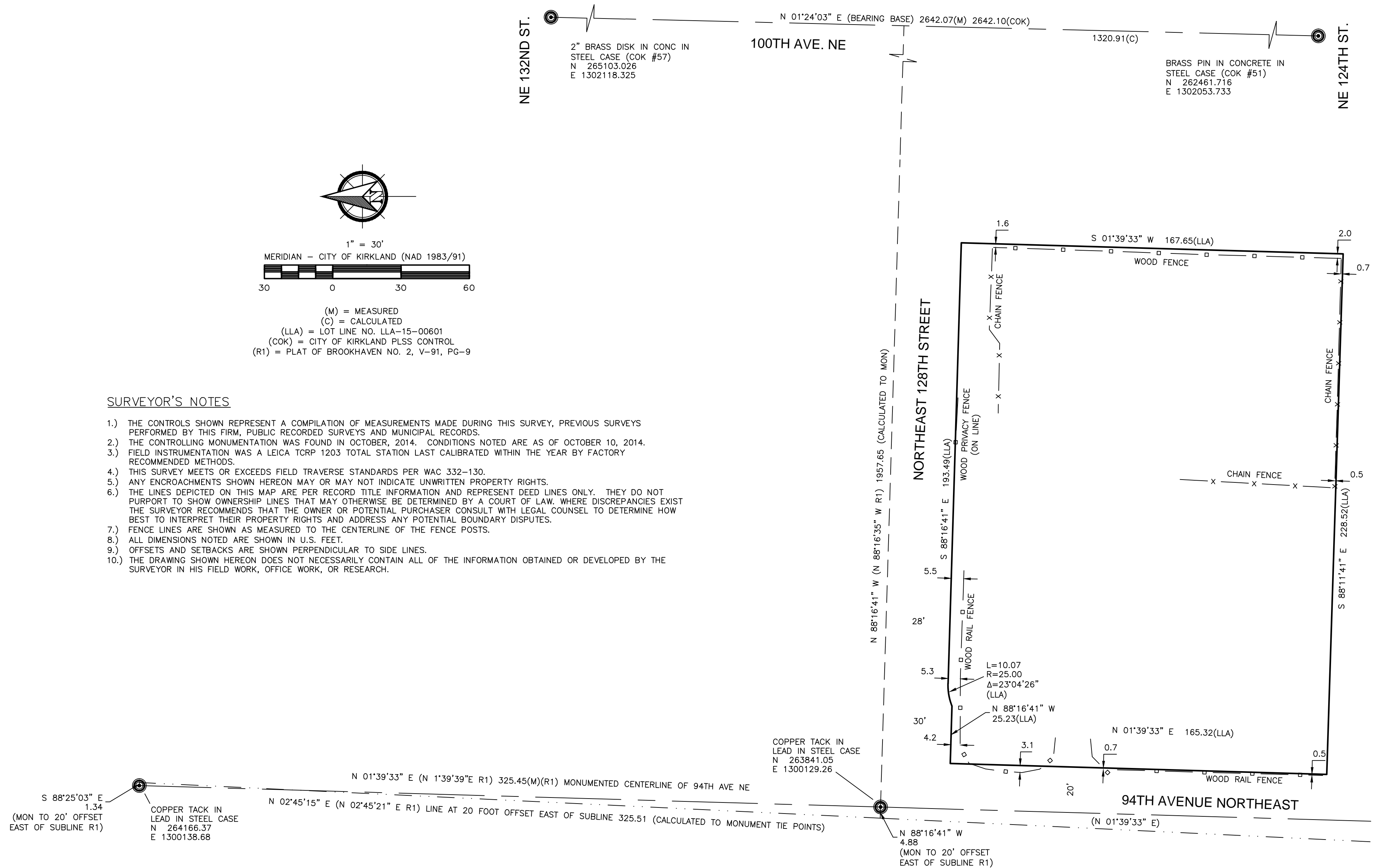
COMMON AREAS AND EASEMENT NOTES

DRAWN BY: JJH	DATE: 6–16–16	PROJ NO: 3314.2
MAP FILE: 3314.2_SP	SCALE:	SHT: 2 OF 8

CITY OF KIRKLAND FILE NO. SUB15-01193



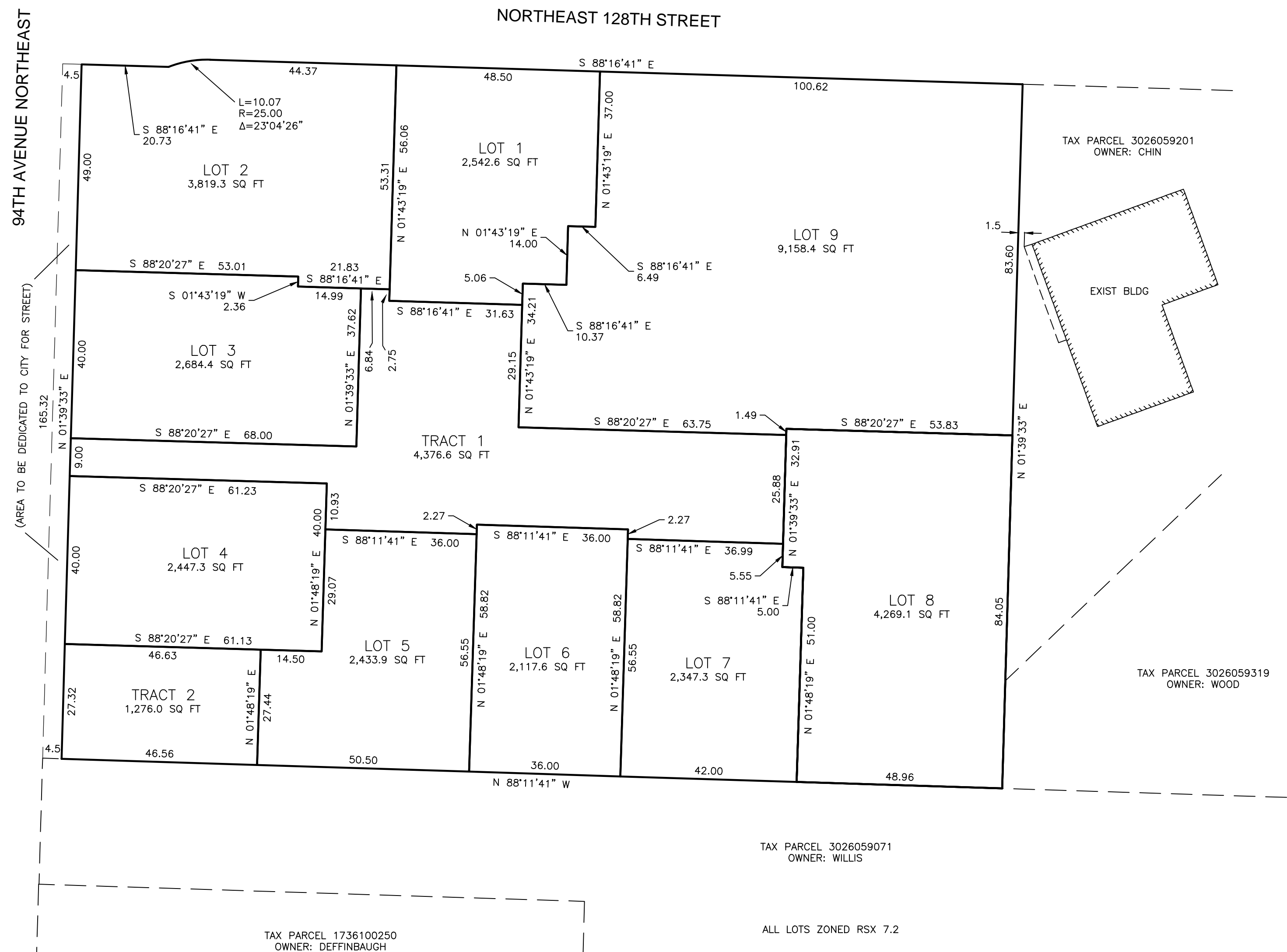
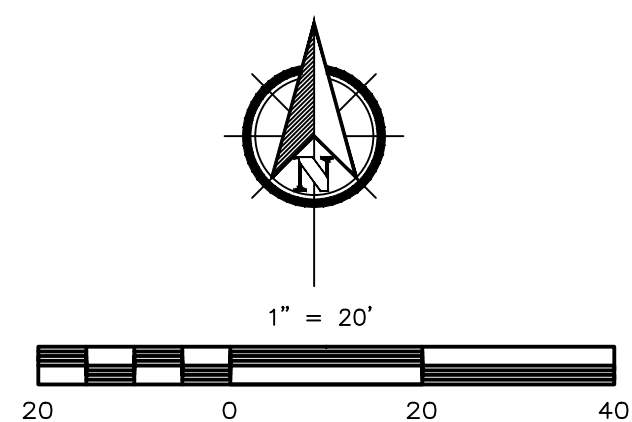
- 1.) THE CONTROLS SHOWN REPRESENT A COMPILATION OF MEASUREMENTS MADE DURING THIS SURVEY, PREVIOUS SURVEYS PERFORMED BY THIS FIRM, PUBLIC RECORDED SURVEYS AND MUNICIPAL RECORDS.
- 2.) THE CONTROLLING MONUMENTATION WAS FOUND IN OCTOBER, 2014. CONDITIONS NOTED ARE AS OF OCTOBER 10, 2014.
- 3.) FIELD INSTRUMENTATION WAS A LEICA TCPR 1203 TOTAL STATION LAST CALIBRATED WITHIN THE YEAR BY FACTORY RECOMMENDED METHODS.
- 4.) THIS SURVEY MEETS OR EXCEEDS FIELD TRAVERSE STANDARDS PER WAC 332-130.
- 5.) ANY ENCROACHMENTS SHOWN HEREON MAY OR MAY NOT INDICATE UNWRITTEN PROPERTY RIGHTS.
- 6.) THE LINES DEPICTED ON THIS MAP ARE PER RECORD TITLE INFORMATION AND REPRESENT DEED LINES ONLY. THEY DO NOT PURPORT TO SHOW OWNERSHIP LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW. WHERE DISCREPANCIES EXIST THE SURVEYOR RECOMMENDS THAT THE OWNER OR POTENTIAL PURCHASER CONSULT WITH LEGAL COUNSEL TO DETERMINE HOW BEST TO INTERPRET THEIR PROPERTY RIGHTS AND ADDRESS ANY POTENTIAL BOUNDARY DISPUTES.
- 7.) FENCE LINES ARE SHOWN AS MEASURED TO THE CENTERLINE OF THE FENCE POSTS.
- 8.) ALL DIMENSIONS NOTED ARE SHOWN IN U.S. FEET.
- 9.) OFFSETS AND SETBACKS ARE SHOWN PERPENDICULAR TO SIDE LINES.
- 10.) THE DRAWING SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE SURVEYOR IN HIS FIELD WORK, OFFICE WORK, OR RESEARCH.



4509 243rd PL SW
Mountlake Terrace, WA 98043
(425)673-7502 (206)523-1654

SITE CONTROL AND EXISTING CONDITIONS		
DRAWN BY: JJH	DATE: 6-16-16	PROJ NO: 3314.2
MAP FILE: 3314.2_SP	SCALE: 1" = 30'	SHT: 3 OF 8

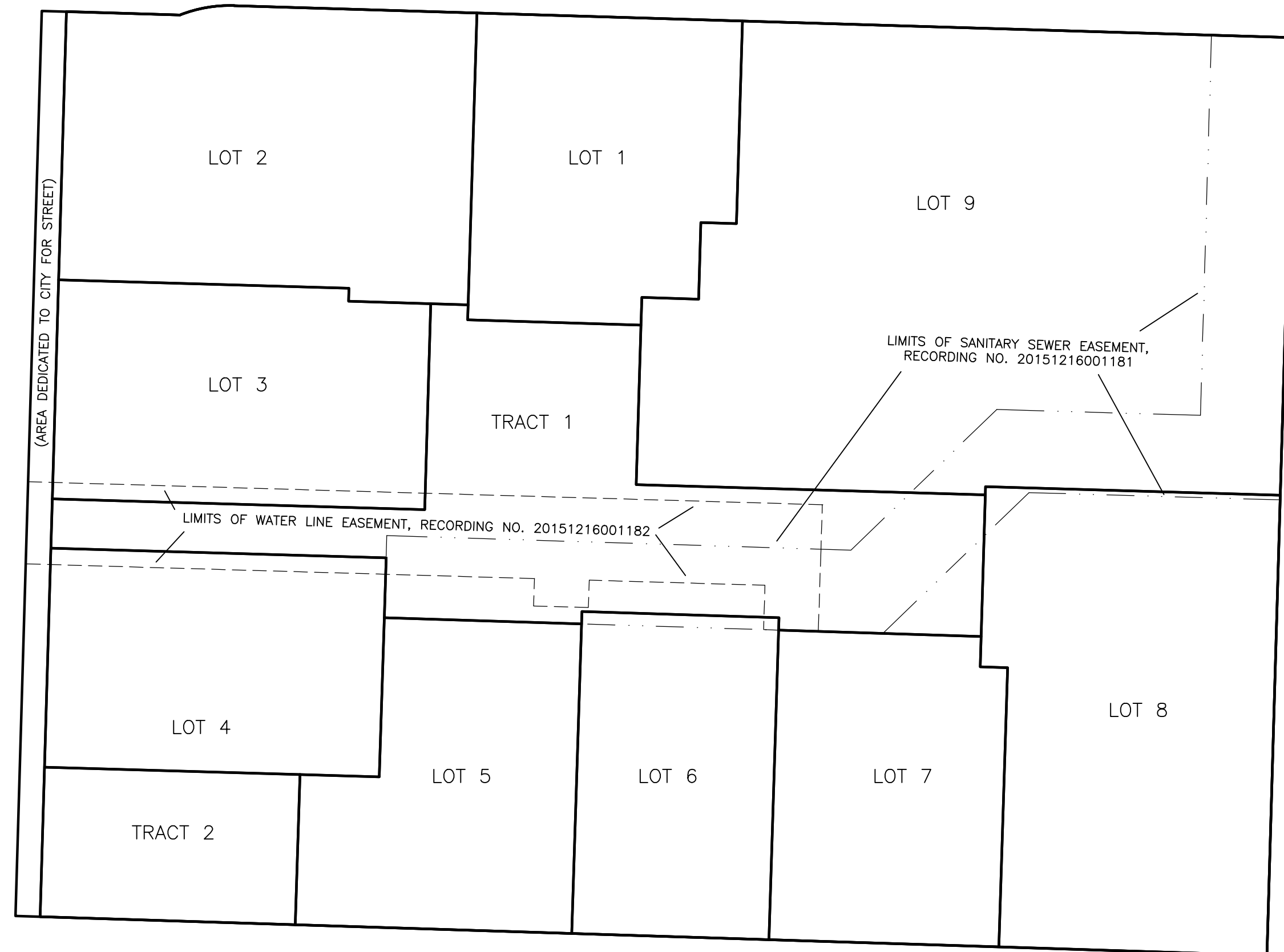
CITY OF KIRKLAND FILE NO. SUB15-01193



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NEW LOTS, TRACTS AND STREET DEDICATION		
DRAWN BY: JJH	DATE: 6-16-16	PROJ NO: 3314.2
MAP FILE: 3314.2_SP	SCALE: 1" = 20'	SHT: 4 OF 8

CITY OF KIRKLAND FILE NO. SUB15-01193

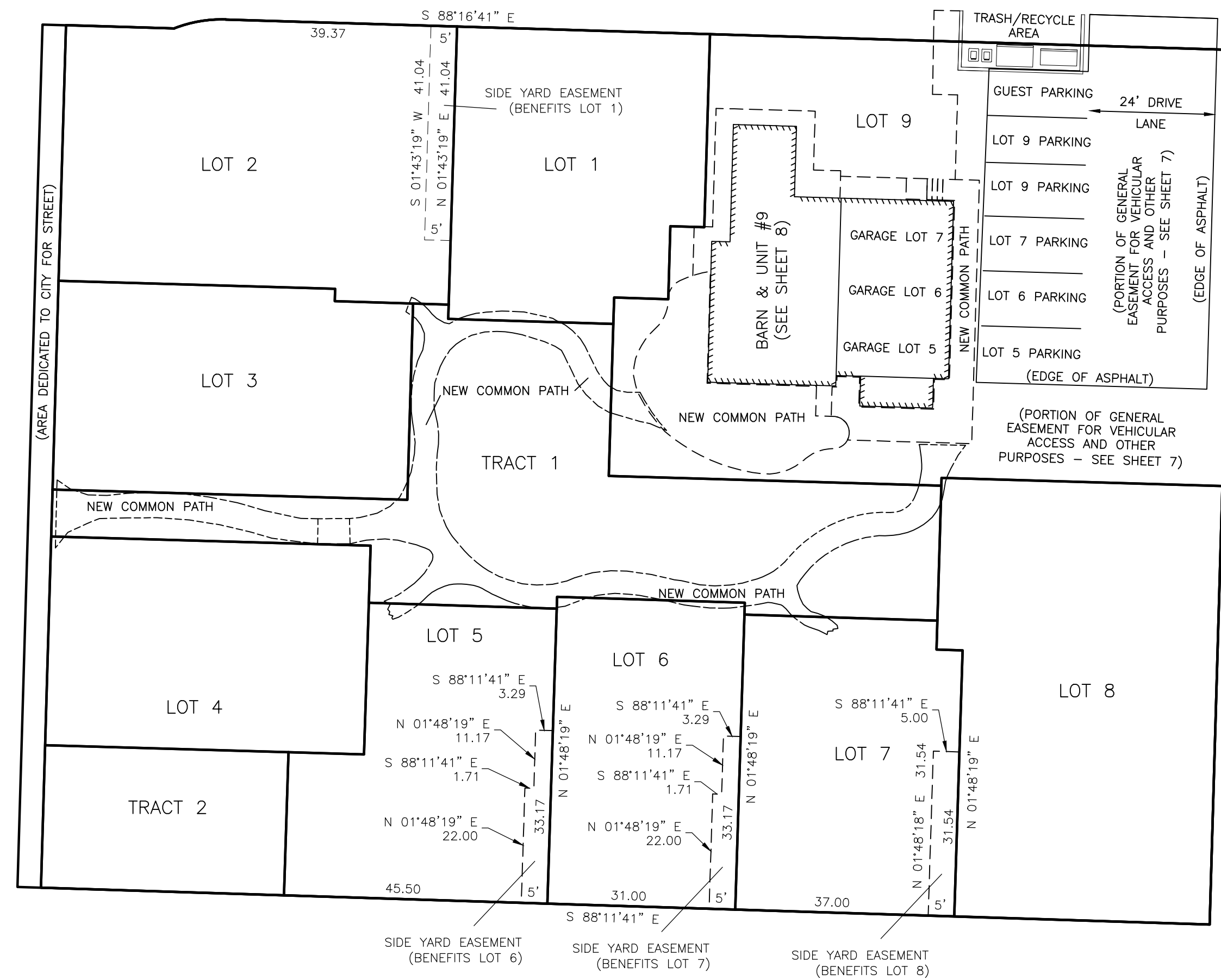
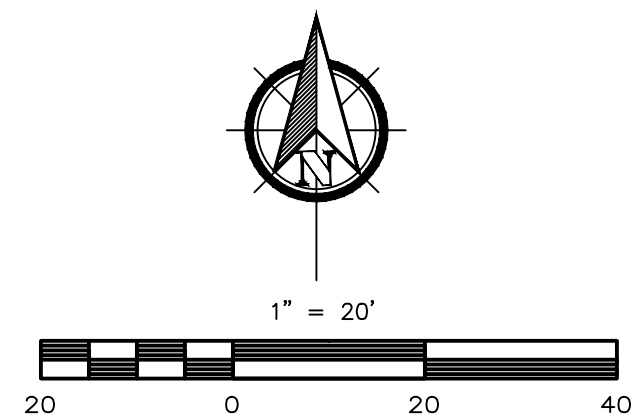


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UTILITY EASEMENTS		
DRAWN BY: JJH	DATE: 6-16-16	PROJ NO: 3314.2
MAP FILE: 3314.2_SP	SCALE: 1" = 20'	SHT: 5 OF 8

JUANITA FARMHOUSE COTTAGES

CITY OF KIRKLAND FILE NO. SUB15-01193



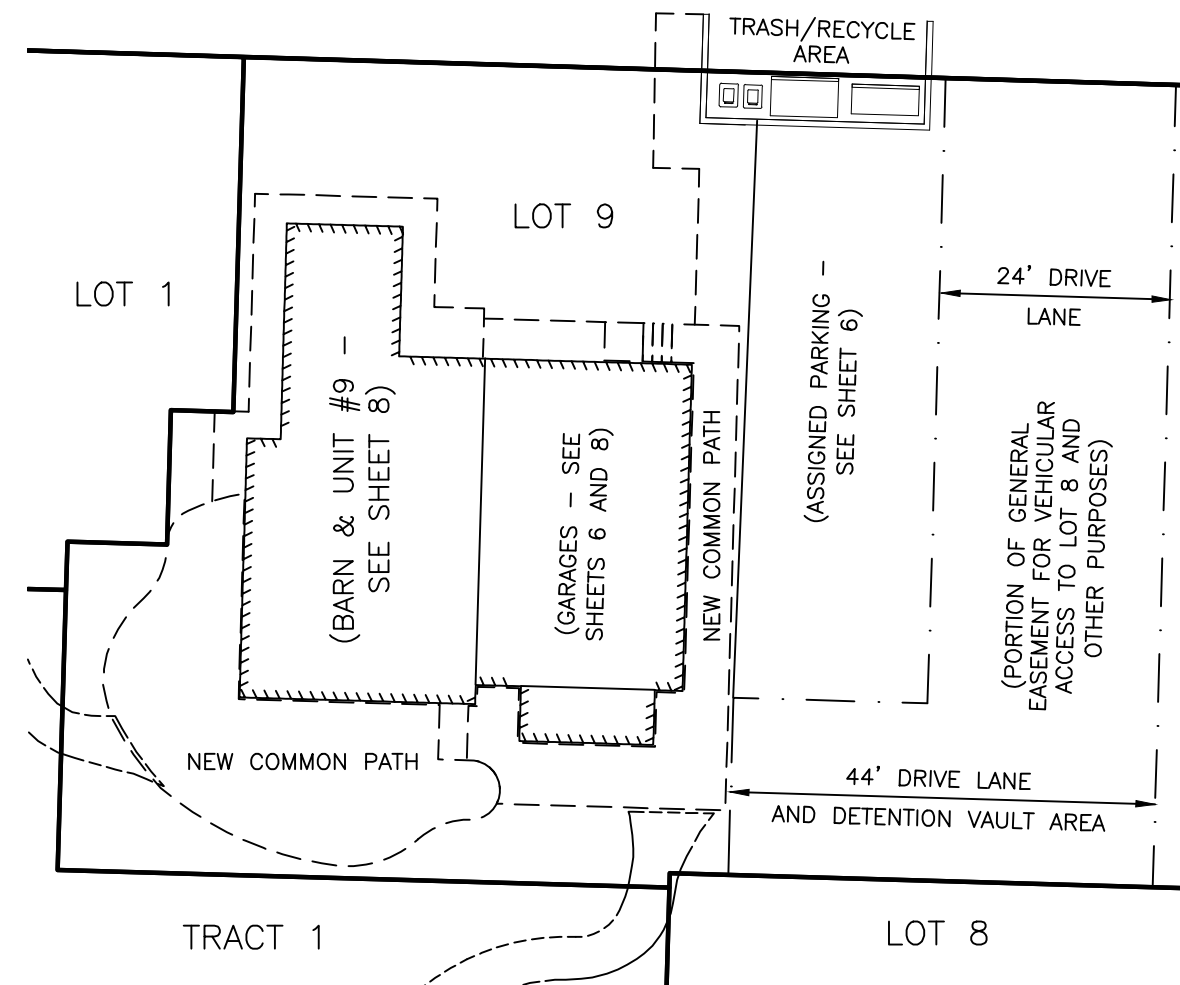
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SIDE YARD EASEMENTS, COMMON PATH, PARKING,
GARAGE AND
TRASH/RECYCLE LOCATIONS

DRAWN BY: JUH	DATE: 6-16-16	PROJ NO: 3314.2
MAP FILE: 3314.2_SP	SCALE: 1" = 20'	SHT: 6 OF 8

CITY OF KIRKLAND FILE NO. SUB15-01193



4509 243rd PL SW
Mountlake Terrace, WA 98043
(425)673-7502 (206)523-1654

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CITY OF KIRKLAND FILE NO. SUB15-01193

The second floor plan includes a large Loft area on the left, a central Dining area, a Kitchen, a Bedroom, and a Bathroom. There are also several Storage/Mech rooms and a large open area labeled '(OPEN TO BELOW)'. Stairs lead down (DN) from the Loft and Dining areas.



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MAP FILE: 3314.2_SP	SCALE: 1" = 10'	SHT: 8 OF 8